

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

INVISIBLE REPAIR PRODUCTS, INC.)	
)	
PLAINTIFF)	CASE NO.: 5:17-cv-2308-SL
)	
v.)	JUDGE SARA LIOI
)	
STAR BRANDS DIRECT LIMITED,)	
<i>et al.</i>)	
)	
DEFENDANTS)	

**MOTION FOR TWO-WEEK EXTENSION OF TIME IN WHICH TO
PERFECT TERMS OF SETTLEMENT AGREEMENT BETWEEN THE PARTIES
OR FILE VOLUNTARY DISMISSAL WITHOUT PREJUDICE**

Now comes Plaintiff Invisible Repair Products, Inc. (“IRP”) and, in furtherance of the undersigned’s telephone call with the Court yesterday and pursuant to Fed.R.Civ.P. 6(b), respectfully moves this Court for an additional two-week extension of time to and including November 15, 2018, in which to perfect the terms of a Settlement Agreement and Mutual Release between the parties. Good cause exists for the requested extension as follows:

- On October 18, 2018, Plaintiff’s undersigned counsel forwarded to Defendants’ counsel in the UK, a proposed Settlement Agreement and Mutual Release with Exhibits 1-3.
- Defendants’ counsel immediately replied that his client was “away” and he would report back as quickly as possible.
- Over the last two weeks, plaintiff’s counsel has been in frequent communication via e-mail and telephone with defendants’ counsel.
- By several teleconferences yesterday, counsel for the parties were able to come to full agreement in principal (including agreement on issues first raised by Defendants

yesterday) and Defendants' counsel committed to forwarding by week's end a revised settlement agreement encompassing the terms as telephonically agreed upon.

- The undersigned believes that, barring any inconsistencies between the written and verbal versions of the settlement agreement, upon receipt of Defendants' revised agreement and approval by Plaintiffs, the parties should be able to execute the agreement and file a Stipulation of Dismissal With Prejudice to close this case.

WHEREFORE, Plaintiff respectfully requests the further indulgence of this Court and requests that it grant it a two-week extension of time, to and including **NOVEMBER 15, 2018**, in which to perfect terms of settlement or to file a voluntary dismissal without prejudice.

Respectfully submitted,

/s/Ray L. Weber

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Attorneys for Plaintiff, Invisible Repair Products, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on November 1, 2018, the foregoing **MOTION FOR TWO-WEEK EXTENSION OF TIME IN WHICH TO PERFECT TERMS OF SETTLEMENT AGREEMENT BETWEEN THE PARTIES OR FILE VOLUNTARY DISMISSAL WITHOUT PREJUDICE** was filed electronically. Notice of this filing will be sent to all parties by operation of the Court's electronic filing system. Parties may access this filing through the Court's system.

/s/Ray L. Weber